

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

DANIEL KASPRZAK,

Plaintiff.

v.

Case No. 12-12140
Hon. Gershwin A. Drain

ALLSTATE INSURANCE COMPANY,

Defendants.

_____ /

SETTLEMENT HEARING

BEFORE THE HONORABLE MAGISTRATE-JUDGE MARK A. RANDON
United States District Judge
231 US Courthouse & Federal Building
635 Lafayette Boulevard West
Detroit, Michigan
Tuesday, May 2, 2013

APPEARANCES:

FOR THE PLAINTIFF: AMY J. DEROUIN
Chris Trainor Associates
9750 Highland Road
White Lake, MI 48386

FOR THE DEFENDANT: NICOLAS A. VESPRINI
Vandever Garzia, P.C.
1450 W. Long Lake Road
Troy, MI 48098

TRANSCRIBED BY:
Carol S. Sapala, RMR, FCRR
313.961.7552
www.transcriptorders.com

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None Marked

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1 Detroit, Michigan

2 Tuesday, May 2, 2013

3 1:49 p.m.

4 (The transcriber was not
5 present at this hearing)

6 THE CLERK: Kasprzak versus All State.

7 MS. DEROUIN: Good afternoon. Amy DeRouin on
8 behalf of the plaintiff, Daniel Kasprzak.

9 MR. VESPRINI: Nicolas Vesprini on behalf of
10 Allstate.

11 THE COURT: All right. I've wanted to thank
12 the two of you. It's actually really been a pleasure
13 dealing with the two of you lawyers today.

14 And it's the Court's understanding that the parties
15 have reached a settlement. Is that correct?

16 MS. DEROUIN: That's correct, Your Honor.

17 MR. VESPRINI: Correct, Your Honor.

18 THE COURT: Would one of you like to place the
19 terms of the settlement on the record?

20 MS. DEROUIN: Sure. I can do that.

21 Also, for the record, Mr. Kasprzak is present in
22 the courtroom.

23 I'm sorry. Did the Court *voir dire* the witness or
24 do you want me to?

25

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1 THE COURT: I will. After you put the terms
2 of the settlement on the record, if they're any other
3 questions anybody wants to ask, we can --

4 MS. DEROUIN: Perfect. Thank you. Yes.

5 A settlement has been reached today arising out of
6 a motor vehicle accident that happened May 10, 2011.

7 With regard to the terms of the settlement, it's
8 for no fault benefits up until today's date with a
9 waiver of wage loss for future Wage Loss Benefits
10 claimed and waiver of Future Replacement Services
11 claimed.

12 Also, there will be a waiver of future Non-licensed
13 Attendant Care, Non-licensed Attendant Care,
14 Non-licensed Attendant Care present family, however
15 defense counsel would like to word it in the release.

16 They're also be -- the medical bills and the
17 medical transportation expense will be going to an
18 arbitration, a single arbitrator, to determine which
19 bills are reasonable and necessary and those amounts.

20 Lastly, as part of the settlement, there's going to
21 be an indemnification hold harmless clause against
22 plaintiff's counsel as well as plaintiff, Daniel
23 Kasprzak, with regard to Dr. Sabit at Michigan Brain and
24 Spine.

25

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1 Lastly, it would be a gross settlement of \$140,000.

2 MR. VESPRINI: I think that's -- the
3 arbitration will be of the \$140,000.

4 MS. DEROUIN: Did you want me to explain that?
5 Do you have anything further?

6 MR. VESPRINI: No. I think that the
7 arbitration will be of the \$140,000 settlement
8 determined how that is to be broken down among the past
9 benefits that were settled.

10 Allstate will provide and hold harmless Michigan
11 Brain and Spine for services that I understand were
12 incurred from Dr. Sabit.

13 The parties, counsel and I, will provide language
14 in a release to both parties regarding the Future
15 Attendant Care, understanding it's for lay non-agency,
16 non-licensed type of treatment.

17 THE COURT: All right.

18 And, Mr. Kasprzak, do you understand the terms of
19 the settlement agreement?

20 Can you tilt the microphone towards him?

21 THE PLAINTIFF: Yes, Your Honor, I do.

22 THE COURT: All right.

23 And you understand that this is a settlement of
24 your claims, which means this case would not go to
25 trial.

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1 Do you understand that?

2 THE PLAINTIFF: Yes, sir.

3 THE COURT: And do you understand that if the
4 case proceeded to trial, you might get more then the
5 amount of \$140,000 you're settling for, you might get
6 less then the amount 140,000, you might get zero
7 dollars.

8 Do you understand that?

9 THE PLAINTIFF: Yes, sir.

10 THE COURT: And do you understand that in
11 exchange for this \$140,000, some of your claims you're
12 giving up your right to forever, meaning -- not the
13 medical.

14 So for any future medical claims related -- that
15 you can demonstrate are related to the accident, you'll
16 still be able to present those, but other claims you're
17 giving up forever.

18 Do you understand that?

19 THE PLAINTIFF: Yes, sir. I do.

20 THE COURT: And do you understand one of the
21 things you will have to do is dismiss the lawsuit that
22 your lawyer filed on your behalf with prejudice?

23 Do you understand that means it could never been
24 refiled?

25 THE PLAINTIFF: Oh.

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1 THE COURT: Do you understand that?

2 MS. DEROUIN: With the exception of benefits
3 that weren't claimed.

4 THE COURT: Correct.

5 THE PLAINTIFF: Yes, sir.

6 THE COURT: All right.

7 And is this what you want to do?

8 THE PLAINTIFF: Yes, sir.

9 THE COURT: All right. And you are satisfied
10 with the performance of your lawyers in this case in
11 representing you?

12 THE PLAINTIFF: Yes, sir.

13 THE COURT: Do you have any questions
14 whatsoever about any of the terms of the settlement that
15 you need explained to you?

16 THE PLAINTIFF: Not that I can think of now.

17 THE COURT: Because you do understand that
18 after today, it will be very difficult for you to get
19 out of this settlement that's been -- that's being
20 placed on the record. There's no court reporter here
21 but it is being recorded.

22 And so it will be very difficult for you to say to
23 go home and say I changed my mind. I really didn't
24 understand what I was doing.

25

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1 So if you have any questions about anything about
2 what the settlement means, it's best to ask those
3 questions right now.

4 THE PLAINTIFF: I can't think of anything.

5 THE COURT: All right.

6 Do either side want to ask their client -- would
7 you, counsel, first of all, want to ask your client any
8 questions or defense counsel?

9 MS. DEROUIN: Yes, Your Honor.

10 Mr. Kasprzak, in addition to the questions that
11 Judge Randon asked you, I just want to make clear that
12 you understand the 140,000 is the gross settlement.

13 And as I explained, that means our -- the law
14 firm's costs and attorney fees would have to be
15 subtracted from that amount.

16 And with those medical expenses going to
17 arbitration, those bills, whatever's determined you owe,
18 will also be subtracted from the 140,000. Okay?

19 You're fine with that?

20 THE PLAINTIFF: Yes.

21 THE COURT: Okay.

22 MS. DEROUIN: Thank you. I've nothing else.

23 MR. VESPRINI: Mr. Kasprzak, with regard to
24 your medical -- couple questions.

25

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1 Mr. Kasprzak with regard to your future benefits
2 the judge asked you about, you do understand this
3 includes future Wage Loss Benefits?

4 Do you understand?

5 THE PLAINTIFF: Yes.

6 MR. VESPRINI: Do you understand they include
7 Future Household Services?

8 THE PLAINTIFF: Yes.

9 MR. VESPRINI: Do you understand it includes
10 Future Lay or Non-licensed Attendant Care?

11 THE PLAINTIFF: Yes.

12 MR. VESPRINI: Nothing further, Your Honor.

13 THE COURT: All right. Well, thank you.

14 We need to do a minute entry on this. And one of
15 the things we'd like to do is give the district court
16 judge sort of a timeline on when to expect that a Stip
17 And Order Of Dismissal will be entered.

18 Sometimes, they just enter a dismissal, keep it
19 open except for, you know, that issues may arise in
20 terms of enforcement of the settlement agreement.

21 MR. VESPRINI: Your Honor, I could present, by
22 the end of the day or tomorrow, a proposed order of
23 dismissal for the purposes of enforcing an award. I can
24 have that draft over to defense counsel by beginning of
25 tomorrow.

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1 THE COURT: All right. Excellent.

2 Do you know how long, once they sign the releases,
3 how long it will be before -- well, actually, probably
4 going to be complicated by the fact there's going to be
5 this arb.

6 MR. VESPRINI: Right.

7 MS. DEROUIN: The arbitration -- I was going
8 to schedule that probably 30 to 45 days.

9 THE COURT: All right. All right. So we can
10 get the Stip And Order Of Dismissal in the next week
11 then and then you guys will figure it out.

12 MS. DEROUIN: As long as I have as you
13 represent -- as long as I have a settlement agreement
14 that's given to me for my client to sign, I've no
15 problem signing a Stip And Order Of Dismissal.

16 THE COURT: Of course we'll retain
17 jurisdiction in case there's any problems enforcing the
18 settlement.

19 Thank you very much. Have a good day. Good luck
20 to you, good luck to your wife as well.

21 MS. DEROUIN: Thank you. Thank you, Your
22 Honor.

23 MR. VESPRINI: Thank you.

24 THE PLAINTIFF: I'm going to take another
25 water.

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1 THE COURT: You're welcome. Need another one
2 for the road? They're cold now.

3
4 (This hearing concluded at 1:57 p.m.)
5

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7 CERTIFICATE OF TRANSCRIBER
8

9
10
11 I do hereby certify that the foregoing is a correct
12 transcription from the digital sound recording of
13 proceedings in the above-entitled matter on the date
14 hereinbefore set forth and has been prepared by me or
15 under my direction to the best of my ability.
16

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18 s/Carol S. Sapala, FCRR, RMR February 9, 2015
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